

[illegible]

**JUDGE MANUEL I. ARRIETA**

JAG

Mexico. Said Defendant may be served with process by serving its registered agent, NM Asset Services, LLC, 223 N. Guadalupe #229, Santa Fe, NM 87501.

**JURISDICTION AND VENUE**

3. The acts and omissions complained about occurred in Las Cruces, New Mexico, and therefore, the venue is proper in this court.

**FACTS**

4. Plaintiff was a tenant of Defendant.

5. On or about February 13, 2019, Plaintiff was injured on Property that was owned, operated by or managed by Defendant's premises, Las Quintas Apartments, located at 1555 South Telshor Blvd., Las Cruces, NM 88011. Plaintiff resided in apartment F6, on the 1st floor. On the night of February 13, 2019, Plaintiff was returning home from work at approximately 9:30 PM. Plaintiff parked his car in the parking lot on a spot that was right in front of his apartment window. The parking lot was dark as the lights in the parking lot were not working at the time. The apartment complex had been doing construction work around the property and was not being careful with cleaning up the construction debris. As Plaintiff stepped out of his vehicle, his feet became entangled on some of the debris and he fell forward landing on his left elbow. Plaintiff did not see the debris because the parking lot was not lit.

6. Defendant failed to clean the premises or make their contractor clean the premises. In addition, the premises were too dark for residents to safely walk.

7. As a result, Plaintiff was injured and suffered damages as noted more fully below. The proximate cause of Plaintiff's injuries was Defendant's negligent acts and omissions as described herein.

**COUNT I - NEGLIGENCE**

8. Defendant was negligent in ways including, but not limited to, the following:

- a. Failing to exercise the reasonable care in the discharge of their property management duties and duties that a landlord owes a tenant and an owner owes a visitor pursuant to premises liability law of New Mexico;
- b. Failing to correct conditions on the premises that posed an unreasonable risk of harm which resulted in Plaintiff's injuries.
- c. Failing to use ordinary care to ensure that the premises did not present a danger to Plaintiff.
- d. Failure to maintain sufficient lighting in the parking area
- e. Failure to make sure the parking area was clear and clean and not obstructed.
- d. Other acts of negligence to be determined throughout the course of discovery.

**COUNT I - BREACH OF CONTRACT**

9. Plaintiff entered into a contract with Defendant wherein Defendant agreed "to keep the Property and the common areas in a safe condition" (Section 12 of of the Lease Agreement assumed from the prior owner). Defendant failed to comply with this agreement because it failed to keep the common areas safe as described above.

**DAMAGES**

10. As a result of the wrongful acts of Defendant as described above, Plaintiff has suffered and continues to suffer from the following:

- a. Physical pain and suffering, past and future;
- b. Physical impairment and disfigurement, past and future;

- c. Mental anguish, past and future;
- d. Lost wages and loss of wage earning capacity, past and future;
- e. Attorneys' fees
- f. Medical expenses in the past and future; and
- g. Other damages;

11. The actions of Defendant were of the type and kind that should result in an award of punitive damages against Defendant.

12. Plaintiff is entitled to an award of attorney fees.

13. Plaintiff seeks monetary relief within the jurisdictional limits of this court.

**JURY DEMAND**

14. Plaintiff demands a jury trial of SIX persons.

**PRAYER**

15. WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that Defendant be cited to appear and answer and that on final trial judgment be entered against Defendant for all relief requested, as follows:

- a. Judgment against Defendant for actual damages in an amount that is within the jurisdictional limits of this Court;
- b. Pre and post-judgment interest, as described by law, until paid;
- c. Costs of suit;
- d. Attorney fees;
- e. Punitive damages; and
- f. Such other and further relief, general and special, at law or at equity, to which Plaintiff may be justly entitled.

Respectfully submitted,

**DAVIE & VALDEZ P.C.**

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